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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE PAYMENT | SUPPLEMENTAL AGREEMENT No. 4 1 of 2 TO LEASE NO. GS-11B-70315 | DATE MAY 20 1999 |
| ADDRESS OF PREMISES Judiciary Center 555 4th Street, NW Washington, DC 20001 | | |
| THIS AGREEMENT, made and entered into this date by and between 555 4th Street Associates whose address is: Woodmark Real Estate Services 555 4th Street, NW Suite 1200 Washington, DC 20001 Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows: WHEREAS, the buildings (s) within the space is provided to the Government under the Lease together with the land upon which the building is located ("collectively "the Building"), is located within the Downtown BID; WHEREAS, Lessor will incur expenses and receive benefits by virtue of the Building being located downtown; and WHEREAS, the Government will receive benefits, as tenant, by virtue of the Building being located within the Downtown BID. NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and the Government do hereby covenant and agree that the Lease is amended, effective upon execution hereof by the Government, as follows: | | |
| <ol style="list-style-type: none"> 1 The Government agrees to make a single annual lump sum payment to Lessor for the Government's share, as determined below, of charges, assessments or taxes levied against Lessor and/or the Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within the Downtown BID ("Lessor's BID Assessment"). 2 The Government's payment under Paragraph One, above, shall be calculated by multiplying the Lessor's BID Assessment by the Government's percentage of occupancy in the Building under the Lease. For purposes of this Supplemental Lease Agreement, the Government's percentage of occupancy is stated in the clause of this Lease entitled "Tax Adjustment". 3 Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within sixty (60) calendar days of the date that payment is due; provided, that for purposes of Lessor BID Assessments issued prior to the effective date of this Supplemental Lease Agreement, Lessor shall submit evidence of payment within sixty (60) calendar days of the date that payment is due or thirty (30) calendar days from the effective date of this Supplemental Lease Agreement, whichever date is later. Failure by Lessor to submit evidence of payment as provided in this paragraph shall act as a waiver of Lessor's right to receive payment under this Supplemental Lease Agreement. 4 The Government, at its sole discretion, may terminate this Supplemental Lease Agreement by providing ninety (90) days written notice to Lessor. 5 All other terms and conditions of the Lease shall remain in full force and effect. <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> | | |
| LESSOR: 555 4th Street Associates | | |
| BY _____ (Signature) (Title) | | |
| IN THE PRESENCE OF _____ (Signature) (Address) | | |
| UNITED STATES OF AMERICA (b) (6) | | |
| BY _____ (Signature) Contracting Officer, GSA NCR PBS D.C. North Service Delivery Team (Official Title) | | |

